

Permit No.: _____
Cust. No.: _____
Doc. Name: _____

MIAMI-DADE COUNTY, FLORIDA

Aviation Department
Miami International Airport

PERMIT AGREEMENT

Issued to: **NAME OF PERMITTEE**
(Permittee) **Address of Permittee**

Effective Date:

The holder of this Permit is granted a nonexclusive privilege by Miami-Dade County's Aviation Department ("MDAD") under authority of Miami-Dade County's Administrative Order No. 8-5 to enter onto Miami International Airport ("Airport") to provide the following services:

Services to be provided at Miami International Airport and name(s) of airport tenant(s) to whom services are to be provided.

This Permit shall be for a term of month-to-month not to exceed one year from the effective date shown above and may be extended at the discretion of MDAD for up to an additional year or portion thereof to the extent permitted by Administrative Order 8-5 or other provisions of law. This Permit may be cancelled by either party upon not less than fifteen (15) days written notice. In addition, the Permit is valid only for so long as a Permittee has a current contract or contracts with its customers under which the Permittee will be providing goods or services to its Airport customers. MDAD shall have the right to terminate the Permit upon determining that the Permittee no longer has any contracts for providing goods or services to an Airport customer for which this Permit was required. Termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of termination.

This Permit is issued subject to the following Terms and Conditions attached hereto, consisting of pages 3 through 19 and Exhibit A.

**BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY FLORIDA**

Date: _____

By: _____

Aviation Director

The Permittee hereby accepts this Permit and agrees to abide by all provisions hereof.

PERMITTEE

Date: _____

By: _____

President

Print Name

Attest:

Corporate Secretary

Print Name

(Corporate Seal)

TERMS AND CONDITIONS

A. General:

1. Authority to Conduct Business on the Airport: This Permit allows the Permittee to conduct certain commercial activities on a particular Airport owned and operated by Miami-Dade County. Such Airport is identified on page one of the Permit, and these Terms and Conditions apply to the Permittee's activities on the entirety of the Airport. The "entirety of the Airport" refers to all of the property described on the Airport Layout Plan for the Airport (the "ALP"). The term "Airport" includes all of the buildings and facilities located on the grounds of the Airport as defined in the ALP, whether occupied or constructed by private companies or MDAD, and includes all unimproved areas of the Airport. The Airport consists of secured areas where SIDA badges (Security Identification Display Area badges) are required. It also consists of non-secured areas open to the public, including grassed lands, roads, and parking areas.
2. Compliance With Rules and Regulations: The Permittee shall observe, obey and comply with all ordinances of Miami-Dade County, Florida ("County"), including (a) the Rules and Regulations of Miami-Dade County's Aviation Department ("MDAD") contained in Chapter 25, Code of Miami-Dade County, Florida (the "Code"), (b) the Living Wage Ordinance contained in Section 2-8.9 if the Code, as the same may be amended from time to time, (c) operational directives issued under the Code, and (d) all other laws, statutes, ordinances, regulations and rules of the Federal, State and County governments, and any and all plans and programs developed in compliance therewith which may be applicable to its operations under this Permit.
3. Permittee's Permits and Licenses: The Permittee shall obtain and maintain in a current condition all federal, state, and local permits and licenses required for its operations hereunder and shall pay all taxes and license fees and excises which may be assessed, levied, exacted or imposed on such operations and shall make all applications, reports and returns required in connection therewith. Such permits and licenses may include, but not be limited to, Certificates of Use, Certificates of Occupancy, and any operating permits required by the County's Department of Environmental Resources Management ("DERM"). Upon request from MDAD, the Permittee shall provide MDAD and all others designated by MDAD with copies of any and all permits and licenses, applications therefor, and reports required in connection therewith.

4. **Permittee Not to Discriminate:** The Permittee, in exercising any of the rights, or privileges herein granted, shall not on the grounds of age, race, color, sex, religion, national origin, ancestry, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49 of the Code of Federal Regulations issued by the Office of the U.S. Secretary of Transportation, the Americans with Disabilities Act, or any other applicable federal, state, and county laws, rules, and regulations. The County shall have the right to take such actions as any agency of the United States Government or any court of competent jurisdiction may direct, to enforce this nondiscrimination covenant.

5. **Indemnification:** The Permittee shall defend, indemnify and hold the County and its officers, employees, agents, and instrumentalities free and harmless from any and all claims, liability, losses or damages, including attorneys fees, costs of defense, and appellate costs, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the actions of, or the negligence, negligent performance, or willful misconduct of the Permittee its employees, agents, servants, partners, principals, contractors, invitees, or customers. The Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys fees which may issue thereon. The Permittee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Permittee shall in no way limit its responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

6. **Payment of Penalties and Fines:** The Permittee agrees to pay on behalf of the County any penalty, assessment, or fine, issued against the County, and to defend, or to compromise, in the name of the County any claim, assessment, or civil action, which may be presented or initiated by any agency or officer of the federal, state, or county governments, based in whole or substantial part upon a claim or allegation that the Permittee, its employees, agents, servants, partners, principals, contractors, invitees or customers, have violated any law, ordinance, rule, regulation, or directive described in Section A. 2 hereof or otherwise applicable to Permittee's operations hereunder, or any plan or program developed in compliance therewith.

7. Assignment and Transfer: The rights and privileges granted to the Permittee hereunder shall be exercised only by the Permittee, through its officers, partners and employees, and not by or through any other person, corporation, or legal entity. This Permit is not assignable or transferable by the Permittee in whole or in part to any other person, corporation or legal entity. No portion of the commercial activity allowed under this Permit shall be subcontracted unless MDAD has specifically approved such subcontract in writing; provided, however, MDAD reserves the right to allow General Aeronautical Service Permittees to subcontract portions of their work to subcontractors selected from the list of local disadvantaged businesses maintained by the County's Department of Business Development. The provisions of Section C.5 below shall apply to all subcontracted work approved by MDAD.
8. Liability for Damaged Facilities: The Permittee shall be financially responsible for the repair or replacement of any property of the County damaged by the Permittee's operations hereunder, including damage or destruction through the acts or negligent acts of its employees, agents, servants, partners, principals, contractors, invitees, or customers, except for normal wear and tear of any facility or item of infrastructure permitted to be used by Permittee in the normal scope of Permittee's actions hereunder. The Permittee shall notify the Department as to any damage to Airport property caused by Permittee or such other named parties and such damage shall be repaired either by the Permittee under the direction of MDAD or by MDAD itself, with MDAD having the right to determine which party shall make the repair and with Permittee being responsible for reimbursement to MDAD of the cost of any such repair being made by MDAD, plus 25% of such costs as reimbursement for MDAD's administrative costs associated with such repair, upon Permittee's receipt of MDAD's billing for such costs.
9. Signs and Posters: No signs, posters, or advertising devices shall be erected, displayed or maintained by the Permittee on any facility used by Permittee on the Airport or on Permittee's equipment or vehicles used on the Airport, without the written approval of MDAD, and any signs, posters, or advertising devices not approved by MDAD, may be removed by MDAD at the expense of the Permittee. The Permittee shall, for identification purposes as opposed to advertising purposes, place its standard corporate identification on all of its equipment and vehicles operating on the Airport.

10. Default Termination: In addition to either party's right to terminate this Permit without cause on not less than fifteen (15) days' written notice, as set forth on Page 1 of this Permit, the Department shall have the right, upon not less than 15 calendar days written notice to the Permittee, to terminate this Permit if the Permittee fails to comply with any of the terms, conditions and covenants of this Permit, unless the default shall have been cured within the notice period. Permittee acknowledges and agrees that MDAD may, but specifically is not required to, hold a hearing prior to any such termination and that the terms of MDAD's Operational Directive 99-01, as amended from time to time, shall apply to this Permittee in all respects, except where specifically provided otherwise in this Permit.
11. No-Activity Termination: The Department shall have the right, upon not less than 15 calendar days written notice to the Permittee, to terminate this Permit if Permittee has not engaged in any activity hereunder for ninety days or more, or if Permittee has failed to file the Monthly Gross Revenues Report required under Section D.1 of this Permit.
12. Permittee Rights;No Agency: This Permit does not grant the Permittee any rights to vehicle parking, equipment storage space, or any other rights in or for any land or space on the Airport, except as provided under Section F.3 hereof, as to Permittee's right to common use facilities and ingress and egress, nor does this Permit constitute the Permittee as the agent, partner, joint venturer, or representative of the County for any purpose whatsoever.

B. Insurance:

1. Insurance Requirement: In addition to such insurance as may be required by law, the Permittee shall obtain and maintain during the term of this Permit the following insurance:
 - (a) Commercial General Liability Insurance: On a comprehensive basis, including Contractual Liability, products, and completed operations in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be included as an Additional Insured with respect to this coverage.
 - (b) Automobile Liability Insurance: Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used by the Permittee in connection with its operations under this Permit in an amount not less than:

1. \$5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee on the Air Operations Area ("AOA") of the Airport.
 2. \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Permittee off of the AOA.
2. Quality of Insurance Company: The insurance coverages required herein shall include those classifications as listed in the Standard Liability Insurance Manuals, that most nearly reflect the operations of the Permittee under this Permit. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "A-" as to Management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by MDAD's Risk Management Division.
 3. Certificates of Insurance: Prior to the commencement of operations hereunder, and annually thereafter, the Permittee shall furnish certificates of insurance to clearly indicate (1) that the Permittee has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to MDAD and the County; and (3) that the County is named as an Additional Insured with respect to the Commercial General Liability Coverage.
 4. Additional Insurance: The County reserves the right to require the Permittee to provide such reasonably amended insurance coverage or such additional types of insurance coverage as MDAD deems necessary or desirable from time to time during the term of this Permit. Upon MDAD's issuance of notice in writing to the Permittee regarding such amended or additional insurance coverage requirements, such requirements shall automatically amend the insurance requirements of this Permit as of the effective date stated in such notice.
 5. Insurance Not a Limitation on Liability: Compliance with the foregoing requirements shall not relieve the Permittee of its liability under any other portion of this Permit or as may be provided by law.

C. Fees and Payments:

1. Opportunity Fee: As a condition to allowing the Permittee the right and privilege of engaging in commercial activities either on the Airport or on the portions of the Airport as defined on page 1 of this Permit, or both, the Permittee shall pay MDAD an Opportunity Fee in the amount of **SEVEN PERCENT (7.0%)** of all Gross Revenues arising from the operation of Permittee's commercial activities either (a) on the Airport grounds or in the facilities located on the Airport in which Permittee is allowed to conduct its business hereunder, or (b) outside of the Airport grounds if this Permit to operate at the Airport is a requirement for Permittee's commercial activities or business outside of the Airport grounds or is made possible by the Permittee's commercial activities or business on the Airport grounds as allowed by this Permit.
2. Other Fees: In addition to the Opportunity Fee of 7% payable to MDAD under Section C.1, Permittee shall pay MDAD all other service or facility charges that may be established by the County from time to time and are applicable to Permittee's commercial operations hereunder.
3. Gross Revenues: The term "Gross Revenues," as used in this Permit, refers to the total amount of money or other consideration charged for or received by the Permittee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Permit, and in the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Permittee under this Permit, whether such activities were on the Airport grounds or off the Airport grounds under the conditions set forth in Section C(1) above. The following shall apply to the definition of "Gross Revenues":
 - (a) The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Permittee for its activities under this Permit or as facilitated by this Permit, and includes, but specifically is not limited to:
 - I. Fees and charges imposed by Permittee upon its customers;

- II. Opportunity or percentage fees collected by the Permittee from its customers, including any “pass-through” charges to a customer by which the Permittee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Permittee to MDAD under Section C.1 above;
 - III. Any money or consideration charged to a customer or received by the Permittee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Permittee, with the Permittee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Permittee’s customers; and
- (b) If the Permittee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Permittee does not reflect the reasonable value of the services provided by the Permittee, MDAD shall have the right to impute a value for Permittee’s services under this Permit and recover from the Permittee 7% of such imputed value.
4. Exclusion from Gross Revenues: The only amounts of money or other forms of consideration that are excluded from the all-encompassing concept of “Gross Revenues” are taxes imposed by law which are separately stated to and paid by a customer and directly payable by the Permittee to a taxing authority, and revenues from Bankrupt Airlines to the extent set forth in D.2 below, provided Permittee complies with the reporting obligation set forth in D.2 below.
5. Subcontracted work: If the Permittee is allowed by MDAD in writing under Paragraph A.7 to subcontract its work permitted hereunder to a subcontractor, the following shall apply:
- (a) The subcontractor must perform the work under its own Permit separately obtained from MDAD to conduct such activities on the Airport;
 - (b) The Permittee shall be liable for payment of the 7% Opportunity Fee on the entirety of the money or consideration charged by the Permittee to the customer who was serviced by such subcontractor;

- (c) The Permittee must identify to MDAD the names of the subcontractor and the nature of the work the subcontractor will be performing, including the names of all customers to be serviced by such subcontractor;
 - (d) The subcontractor under its separate Permit shall be required to pay MDAD the 7% Opportunity Fee on the amount the subcontractor receives from the Permittee in payment for the subcontractor's work unless the subcontractor has (1) separately identified its subcontracting activities to MDAD on the "Monthly Gross Revenues Report" required to be filed under Section D.1 below, (2) identified each customer serviced by the subcontractor, and (3) provided to MDAD the information relating thereto as required by MDAD from time to time on the "Monthly Gross Revenues Report";
 - (e) As noted in (d) above, if the subcontractor fails to obtain its own Permit or fails to make the identification and provide such information as required in (d), the subcontractor shall be liable for payment of the 7% Opportunity Fee on the amount received by the subcontractor from the Permittee hereunder in payment for the subcontractor's work for the Permittee; and
 - (f) If Permittee fails to identify the name of a subcontractor and provide the information required in 5(c) above, such failure constitutes a material breach of this Permit that will entitle MDAD to terminate the Permit immediately.
6. Payment Security: Prior to the commencement of this Permit, the Permittee shall provide the County with a cash deposit, an irrevocable letter of credit, or other form of security acceptable to MDAD and so endorsed as to be readily negotiable by the County, as security for the payments required hereunder, in the amount of not less than \$1,000.00, or such other amount as may be directed from time to time by MDAD, plus any applicable State sales taxes applicable to the security deposit as may be required by law. Following the commencement of commercial activities hereunder, the amount of such payment security may be increased annually or periodically as MDAD determines, to an amount equal to three times the average monthly payment made by the Permittee in the prior year or in the prior period. Such payment security, as adjusted from time to time, shall be kept in full force throughout the term of this Permit. MDAD may draw upon such payment security cash or instrument if the Permittee fails to pay the fees and charges required to be paid under this Permit within the time or times required herein for such payment.

7. Late Payment: In the event the Permittee fails to make any payments, as required to be paid under the provisions of this Permit, within ten (10) calendar days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners (currently set at 1 ½% per month), shall accrue against all such delinquent payment(s) from the original due date (and not from the end of any grace period) until the Department receives payment.
8. Penalty for No Monthly Report: In the event the Permittee fails to submit the monthly report required under Section D.1 below by the tenth (10th) calendar day of the following month, a penalty fee of Fifty Dollars (\$50.00) per day for each calendar day following the report due date until the report is received by MDAD shall be imposed, up to a maximum of Seven Hundred Fifty dollars (\$750.00) per violation.
9. Interest and Penalty Fees Not a Waiver: The right of the Department to require payment of such interest and penalty fees and the obligation of the Permittee to pay same shall be in addition to and not in lieu of the County's rights to enforce other provisions herein, including termination of this Permit, or to pursue other remedies provide by law.
10. Dishonored Check or Draft: In the event that the Permittee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Permittee shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less; THIRTY DOLLARS, if the face value of the dishonored check or draft is \$50.00 and less than \$300.00; and the greater of FORTY DOLLARS, if the face value of the dishonored check or draft is \$300.00 or more, or Five Percent of the face value of such dishonored check or draft. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashiers check or other means acceptable to the Department.
11. Payment Address: The Permittee shall pay and/or submit all reports and fees required to be paid under this Permit to the following address:

Miami-Dade County Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

D. Reports:

1. **Monthly Gross Revenues Report:** The Permittee shall submit a Monthly Gross Revenues Report (see Exhibit A hereto) accurately reflecting all Gross Revenues and a listing of all customers for the month, by the 10th calendar day of the month following the month in which the services were performed and the Gross Revenues for such services were received or accrued. Such reports shall be signed and attested to by a corporate officer or other authorized representative of the Permittee. The Opportunity Fee due to MDAD under Section C.1 shall be remitted together with this report, either by check drawn on a local bank or in cash. Failure of the Permittee to accurately reflect Gross Revenues on the Monthly Report, or failure to remit the Opportunity Fee in the correct amount along with the Monthly Report, shall result in the automatic termination of this Permit. In the event that there are no Gross Revenues from any month, the Permittee shall submit a report stating such fact.
2. **Exception for Fees Due from Bankrupt Airlines:** The Permittee may retroactively adjust the previously reported Monthly Gross Revenues Report to reflect the uncollected portion of amounts owed to Permittee but not collectible from an airline customer that has filed for bankruptcy, provided that such adjustment be separately noted on the Monthly Report required by Section D. 1 hereof and supported by legible copies of the "**Notice to Creditors**" received by the Permittee from the U. S. Bankruptcy Court, with a case number, and the "Proof of Claim" filed by the Permittee in the U. S. Bankruptcy Court, with applicable documentation. The Permittee must obtain a stamped copy of the Proof of Claim filed by the Permittee in the airline's bankruptcy proceeding, showing the Bankruptcy Court in which the Proof of Claim was filed and the date of the filing.
3. **Annual Special Report Audit Required:** The Permittee shall, within 90 days following the end of each 12 months of this Permit, submit to the Department a certified report, prepared and attested to by an independent Certified Public Accountant, as to the correct Gross Revenues per month and for the year for the Permittee's operations under this Permit. Said report shall be prepared in accordance with the American Institute of Certified Public Accountants' requirements for special reports. The first such report shall contain 12 full calendar months of operation under the percentage formula and any fraction of the first month. The last such report shall include the last day of operation. MDAD may, upon request of the Permittee, allow the Permittee in the first year of Permittee's operations to provide an audit for that portion of the year reflecting the Permittee's fiscal year.

4. Waiver of Annual Audit: Notwithstanding the provisions of Section D.3 above, if the annual Gross Revenues of the Permittee for any year of this Permit are less than \$250,000, the Permittee may, without audit, certify its Gross Revenues for such year to the Department. Such certification shall be in a form specified or approved by the Department, shall be executed before a notary public, commissioned in the State of Florida, subject to the provisions of Chapter 837.012, Florida Statutes, by a corporate officer of the Permittee. If it is determined by the Department as a result of an audit or inspection of the Permittee's books and records, that the Permittee has understated its Gross Revenues and that the corporate officers certification was therefore a false oath, such shall be considered an uncorrectable default hereunder, pursuant to which the Department may terminate this Permit and assess a 50% surcharge on the percentage fees due on the understated portion of the Gross Revenues. In addition, the Department may seek its remedies under the County's False Claims ordinance or else file charges for the false oath, pursuant to Chapter 837.012 Florida Statutes, and the annual audit waiver pursuant to the provisions of this Section D.3 shall no longer be applicable for the remaining terms of this Permit or any subsequent agreement between the County and the Permittee.

E. Accounting Records:

1. Maintenance of Records: The Permittee shall keep and maintain during the term of this Permit all books of account and records customarily used in this type of operation, in accordance with generally accepted accounting practices and standards, and for such period of time thereafter as provided herein unless otherwise approved by the Department. The Permittee shall make all such books of account and records available to the auditors of the County, in the local offices of the Permittee, within three working days of any request for same. The County shall then be permitted to audit and examine all such books of account and records relating to the operations of the Permittee hereunder; provided, however, that the Permittee shall not be required to maintain such books of account and records for more than three years after the end of each 12 months of this Permit.

F. Operations:

1. Restricted Area Access - Identification Badges: The Permittee shall be responsible for requesting the Department to issue identification ("ID") badges to all employees who require access to Restricted Areas on the Airport as part of its regularly assigned duties, including areas designated in the Airport Security Program as Secured Area/AOA/SIDA/Sterile Areas, Restricted Areas, or as otherwise determined by the Aviation Department and certain areas designated by signs or regulations as off-limits to unauthorized individuals. The Permittee shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Permittee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Department before an ID badge is issued. The Permittee shall pay, or cause to be paid, to the Department such nondiscriminatory charges as may be established from time to time, for ID issuance, fingerprinting fees, lost or stolen ID badges and those not returned to the Department in accordance with this Section. The Department shall have the right to require the Permittee to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data will include a fingerprint based criminal history records check (CHRC) of employee applicants for such badges.
2. Standards of Service:
 - (a) The Permittee shall furnish good, prompt and efficient service adequate to meet all the demands for its services at the Airport, and furnish said services on a fair, equal and nondiscriminatory basis to all users thereof; provided, however, that the Permittee shall be allowed to make reasonable and nondiscriminatory discounts or other similar types of price reductions to volume purchasers or users.
 - (b) The operations and conduct of the Permittee, its employees and agents, shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. The Department shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees and agents, whereupon the Permittee shall take all steps necessary to remove or correct the cause of the objection.

- (c) The Permittee shall remove or cause to be removed all trash and refuse generated by Permittee, its agents, employees, contractors, invitees, or customers to such locations in such manner as shall be designated by the Department and in accordance with federal, state, and county requirements.
- 3. Common Use Facilities: The Permittee shall have the right, in common with others, as necessary for the performance of the services authorized herein, to use the ramps, roads, streets, and bridges and all other non-exclusive or common use facilities owned or provided by the County for users of the Airport, in accordance with regulations and operating procedures and the facility use assignment processes of the Department and subject to the payment of any nondiscriminatory fees, rates and charges established by the County for such uses. However, the Permittee shall not be authorized to operate vehicles on the Air Operations Area (AOA) of the Airport, unless such access is determined to be necessary by the Department. In such event, Permittee shall comply with all requirements of MDAD regarding the Permittee's use of vehicles on the AOA.
- 4. Personnel:
 - (a) The Permittee shall properly control the actions of its employees at all times its employees are working on the Airport, and ensure that they present a clean and neat appearance, discharge their duties in a courteous and efficient manner, be suitably uniformed, and wear appropriate corporate and Airport identification.
 - (b) Permittee's Responsibility for Employee's Violations: In the event the Permittee fails to properly control its employees or by permitting its employees to improperly use the facilities provided by the County, the Department shall have the right to require the Permittee to conduct an investigation into any claimed violation of the Department's requirements; if such investigation confirms the violation, Permittee agrees to administer appropriate discipline up to and including discharge of the offending employee.
- 5. Drug-Free Workplace Default: The Permittee acknowledges that as part of its application for a Permit, it provided to the County a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon 15 days written notice to the Permittee, to

terminate this Permit in the event the Permittee fails to provide, as of each anniversary of the effective date of this Permit, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Permittee submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen calendar days written notice to the Permittee, and without liability to the County, if the Department or the County Manager determines any of the following:

- (a) That the Permittee has made a false certification in its execution of the Affidavit submitted with its application or in its annual re-certification as required by the Ordinance;
- (b) That the Permittee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or
- (c) That such a number of employees of the Permittee have been convicted of violations occurring in its workplace(s) as to indicate that the Permittee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

6. Vehicles and Equipment: Vehicles and equipment of the Permittee, brought on to the Secured Area/Air Operations Area ("AOA") of the Airport, shall at all times comply with the regulations of the Department, as provided under Chapter 25, Code of Miami-Dade County, Florida, and shall be subject to MDAD's approval. MDAD shall have the right, but shall not be obligated, to inspect, at any time, the vehicles and equipment of the Permittee for proper safety equipment and general operating conditions. The Department, shall further have the right to require removal from the Secured Area/AOA or any other area of the Airport of any vehicle or equipment of the Permittee determined by the Department, in its sole discretion, to be (i) parked in violation of any provisions of the rules and regulations of the Department, (ii) to be in an unsafe condition, or (iii) in a condition that may cause environmental damage. MDAD shall have no Liability to the Permittee for such removal. Vehicles and equipment of the Permittee may not be stored on common use areas of any Secured Area or the AOA of the Airport.

7. Airfield – Vehicle Operator: Before the Permittee shall allow any employee to operate a motor vehicle of any type or kind on the Secured Area or the AOA of the Airport, the Permittee shall require such employee to attend and successfully complete the AOA Driver's Training Course conducted from time to time by the Department. The privilege of a person to operate a motor vehicle on the Secured Area/AOA may with withdrawn by the Department because of violations of Secured Area/AOA driving rules. Notwithstanding the above, the Permittee shall be responsible for ensuring that all vehicle operators of Permittee's vehicles or of its fueling vehicles operating on the Airport and the Secured Area/AOA/SIDA have a current, valid driver's license or a Commercial Driver's License of the proper Class and with the proper endorsements, as required by law.
8. AOA - Right to Search: The Permittee agrees for itself and its employees, agents, contractors, and invitees that its and their vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the Secured Area/AOA/SIDA. The Permittee further agrees that it shall not authorize any employee or agent to enter the Secured Area/AOA/SIDA unless and until such employee or agent has executed a written consent-to-search form acceptable to the Department. Persons not executing such consent-to-search form shall not be employed by the Permittee at the Airport, in any job requiring access to a Secured Area, or AOA, or Security Identification Display Area of the Airport.

The Permittee further agrees that the Department has the right to revoke or suspend prior Secured Area/AOA/SIDA access authorization or to prohibit an individual, agent or employee of the Permittee from entering the Secured Area/AOA/SIDA based upon facts which lead a person of reasonable prudence to believe that the Permittee or such individual, employee or agent is inclined to engage in theft, cargo tampering, aircraft sabotage, or unlawful activities. Any person denied access to the Secured Area/AOA/ or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his designated management representative within a reasonable time. Prior to such hearing, the person whose authorization has been revoked or suspended or who has been denied access to the Secured Area/AOA/SIDA shall be advised in writing, as to the reason for such action; provided, however, that nothing shall prevent MDAD from revoking or suspending such access authorization immediately if circumstances so warrant, following which the hearing may be requested and held.

9. Working Restrictions: The Permittee understands and agrees that all persons entering and working in or around international aircraft and facilities used by various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by Federal Inspection Services agencies may not be employed by the Permittee in areas under the jurisdiction or control of such agencies.

G. Notices

Any notices required herein shall be delivered by hand or sent by certified or registered mail to the parties as follows:

To Miami-Dade County:

Director
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

To the Permittee: Permittee
Address of Permittee

With a copy to:

or to such other address in lieu thereof as may hereafter be designated in writing by either party.

H. Entirety of Permit:

The parties hereto agree that this Permit sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

I. Disclosures:

The Permittee acknowledges that it has completed and submitted a Drug Free Workplace Affidavit, a Miami-Dade County Disclosure Affidavit, a Family Leave Affidavit, a Public Entity Crimes Affidavit, an Arrearage Affidavit, a Criminal Record Affidavit, and a Disability Nondiscrimination Affidavit. The discovery of any misrepresentation on any of these documents shall result in the automatic termination of this Permit by the Department.